



**Interlocal Agreement
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.: 52
AGENDA DATE: Thu 07/28/2005
PAGE: 1 of 1**

SUBJECT: Approve negotiation and execution of a contract AUSTIN INDEPENDENT SCHOOL DISTRICT (AISD) for the provision of transportation services for students participating in the Earth Camp program for the Fiscal Year 2005-2006 in an estimated amount of \$13,000; and to include two additional one-year extension options for Fiscal Year 2006-2007 for \$13,650 and Fiscal Year 2007-2008 for \$14,333, for a total contract not to exceed \$40,930.

AMOUNT & SOURCE OF FUNDING: Funding in the amount of \$13,000 is included in the Fiscal Year 2005-2006 Proposed Operating Budget of the Watershed Protection and Development Review Department. This is contingent on approval of the Fiscal Year 2005-2006 budget and the availability of funding in future budgets.

FISCAL NOTE: There is no unanticipated fiscal impact. A fiscal note is not required.

REQUESTING Watershed Protection and **DIRECTOR'S**
DEPARTMENT: Development Review **AUTHORIZATION:** Joe Pantalion

FOR MORE INFORMATION CONTACT: Kathy Shay, Environmental Conservation Program Manager, 974-2446; Jacqueline Ramos, 974-3371

PRIOR COUNCIL ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBE: N/A

This agreement in the estimated annual amount of \$13,000 will continue Earth Camp transportation services that have been provided by AISD for the past seven (7) years. The service is provided by AISD using their school buses and will be billed at a rate of approximately \$15.00 per hour for locations within AISD district boundaries, and at a rate of approximately \$15.00 per hour plus \$1.25 per mile for locations outside of AISD district boundaries.

Earth Camp students will be transported between their schools and various Earth Camp sites throughout the City for twenty-hours per week for twenty-five weeks. Earth Camp sites to be visited include Blunn Creek Nature Preserve, Bull Creek Preserve, Walnut Creek Metro Park, St. Edwards Park, McKinney Falls State Park, Lady Bird Johnson Wildflower Center, Barton Springs, and the Green Classroom at Becker Elementary School.

REV. VERSION

**INTERLOCAL AGREEMENT BETWEEN
THE AUSTIN INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF AUSTIN
FOR
TRANSPORTATION OF EARTH CAMP STUDENTS**

This interlocal agreement ("Agreement") is made and between the Austin Independent School District, hereinafter referred to as "AISD", and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas, acting by and through its duly authorized City Manager, or designee, hereinafter referred to as "the City."

WITNESSETH:

WHEREAS, AISD and the City are authorized to enter into this Agreement pursuant to the provision of the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.; and

WHEREAS, Earth Camp is a City program which provides a hands-on, outdoor environmental classroom for elementary school students; and

WHEREAS, the City wishes to purchase transportation services from AISD to provide transportation of AISD Earth Camp students between their home school and various Earth Camp sites throughout the City;

NOW, THEREFORE, AISD and the City agree as follows:

I. OBLIGATIONS OF AISD

- A. AISD agrees to provide transportation services to the City for Earth Camp students at a rate of \$15.00 an hour with no mileage charge for travel for use within AISD district boundaries, and \$15.00 per hour with a \$1.25 per mile charge for travel outside AISD district boundaries in accordance with Exhibit "A" (tentative schedule) attached hereto and incorporated herein for all purposes.
- B. AISD shall appoint one (1) staff person to act as the single point of contact for coordinating transportation needs, hereinafter referred to as "SPOC", with the City. SPOC shall possess decision-making authority.
- C. AISD shall furnish the City evidence of their self-insured status. This may be in the form of a letter on its letterhead. For this purpose, the City's mailing address shall be:

City of Austin/WPDR
Attn: Donna Lee Bliss
PO Box 1088
Austin, TX 78767

II. OBLIGATIONS OF THE CITY

- A. In exchange for the transportation services, the City agrees to pay AISD an amount not to exceed \$13,000 based on actual usage of bus service at the rate of \$16.00 an hour for use within AISD district boundaries. An annual increase of five percent (5%) may be allowed for each subsequent year extension for a not to exceed amount of \$13,650 for fiscal year 2006-2007 and a not to exceed amount of \$14,333 for fiscal year 2007-2008.

- B. At least one (1) week prior to each week's services, the City's Earth Camp Director will inform the SPOC of all scheduling arrangements, i.e., designated schools and Earth Camp sites, for each week of service. City shall notify the SPOC of changes and cancellations by 2:45 p.m. CST of the day before service is to be performed, unless timeliness of change or cancellation is unavoidable (e.g., weather-related or other emergency situation.)

III. TERM, TERMINATION

- A. This Agreement shall take effect upon full execution (on or about August 15, 2005), and expire August 15, 2006, unless previously terminated pursuant to Section III. B of this Agreement. This Agreement may be extended for two (2) additional twelve (12) month extension periods, subject to the approval of AISD and the City Manager or designee.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have thirty (30) days after receipt of written notice of the default within which to cure the default. If the default is not cured within such period of time, then the offending party shall have the right without further notice to terminate this Agreement.

IV. PAYMENT FOR SERVICES

- A. AISD will invoice the City on a monthly basis for all transportation services provided during the preceding month. The monthly invoice shall be paid by the City no later than thirty (30) days after receipt of invoice. The invoice shall be sent to:

City of Austin/WPDR
Attn: Donna Lee Bliss
PO Box 1088
Austin, TX 78767

Remittance will be made payable to AISD and will be sent to:

Austin Independent School District
Attn: Jim Faron
1111 W. 6th St., Ste. C230
Austin, TX 78703

- B. If Earth Camp is cancelled after the effective date of this Agreement, or any of its extensions, the City will notify AISD immediately. In such case, AISD will be paid for: (1) transportation services actually provided before notice of cancellation, and (2) costs incurred by AISD under this Agreement after the effective date of the Agreement but before notice of cancellation, which are non-refundable, and which AISD has paid, or is obligated to pay.

V. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that

- B. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that any lawsuits or litigation arising out of or relating to this Agreement will take place in Travis County, Texas.
- C. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the Chief Operating Officer of AISD and the City Manager of the City of Austin.
- D. Entire Agreement. This Agreement constitutes the entire Agreement between the City and AISD. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.
- E. Notice. Notices of either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the address designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three (3) days after deposit in the U.S. Mail in case of mailing. The address of the City for all purposes, except those listed above, shall be:

City of Austin
 Attn: Diana Grainger Purchasing Officer
 Financial Services Department
 PO Box 1088
 Austin, TX 78767
 (512) 974-2500

The AISD liaison for administration of the work program described under this Agreement and for any notices hereunder shall be:

Austin Independent School District
 Attn: Jim Faron
 1111 W. 9th St., Ste. C-3230
 Austin, TX 78703
 (512) 414-0236

WHEREFORE, premises considered, this Interlocal Agreement is executed to be effective on the date the last party signs.

CITY OF AUSTIN

By: _____ Date _____
 Laura Huffman, Assistant City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
 A.C. Gonzales Deputy Superintendent

APPROVED AS TO FORM:

 City Law Department